

HMK/mb FS 8089A,B

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
COUTINHO & FERROSTAAL, INC.

Plaintiff,  
-against-

10 CV 1547 (MGC)  
ECF CASE

M/V GENCO PROGRESS, her engines, boilers,  
tackle, etc., GENCO PROGRESS LTD.,  
GENCO SHIP MANAGEMENT LLC.,  
HYUNDAI MERCHANT MARINE CO., LTD.

**VERIFIED COMPLAINT**

Defendants.  
-----X

Plaintiffs through their attorney KINGSLEY, KINGSLEY & CALKINS allege  
for their complaint herein:

1. This is a claim under the Court's Admiralty and Maritime jurisdiction  
with respect to the carriage of goods by water, and under the Federal question  
jurisdiction under the Interstate Commerce Act, and Court's diversity and  
pendent jurisdiction with respect to the remaining aspects of the claim.

2. Plaintiffs are the owners or duly authorized representatives of the  
owners or underwriters or subrogated underwriters of cargo shipped on board  
the captioned vessel which is more particularly described in Schedule A hereto,  
and for which bills of lading were issued.

3. Defendants were vessel owners, suppliers, sellers, shippers,  
inspectors, managers, operators, charterers, freight forwarders, stevedores,  
terminal operators, common carriers by water and by land, bailees for hire,  
insurers and sureties with respect to the cargo described in Schedule A

heretowhich was sold, shipped, inspected, carried, kept, discharged and delivered from the captioned vessel, inland conveyances, terminals and warehouses by defendants.

4. The cargo described in Schedule A was lost and damaged by defendants due to the fault, neglect, deviation, unseaworthiness, maritime tort, tortious interference with contract, breach of warranty, sinking, stranding, salvage expenses, general average and conversion of defendants, their agents and servants, and delivered by defendants in non-conforming and contaminated condition, mis-delivered and non-delivered.

5. The vessel is now or will be during the pendency of this action within the jurisdiction of this Honorable Court.

6. Plaintiffs' sue on their own behalf and as agents and trustees on behalf of any other party who may now have or hereinafter acquire an interest in this action.

7. If this claim is subject to Arbitration then plaintiffs hereby demand such Arbitration and appoint Lucienne C. Bulow of New York City as arbitrator thereof.

8. Plaintiffs' damages are in excess of \$45,000.00.

WHEREFORE, plaintiffs demand judgment in an amount exceeding \$45,000.00 plus interest and costs.

Dated: February 18, 2010

KINGSLEY, KINGSLEY & CALKINS  
Attorneys for Plaintiff

BY: \_\_\_/S/\_\_\_\_\_

HAROLD M. KINGSLEY  
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Hicksville, New York 11801  
(516) 931-0064  
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SCHEDULE A

OUR REF: FS 8089A, B

VESSEL: M/V GENCO PROGRESS

PORTS: PORT KLANG/LOS ANGELES, CA; VANCOUVER, WA

BILLS OF LADING: HDMUPKOLA931010,  
HDMUPKOWA9310102  
HDMUPKOWA9310101  
AND OTHERS

DATED: FEBRUARY 19, 2009

CHARTER PARTY: BETWEEN HYUNDAI MERCHANT MARINE CO.,  
LTD. AND COUTINHO & FERROSTAAL, INC  
DATED: DECEMBER 24, 2008

DESCRIPTION OF CARGO: STEEL COILS

AMOUNT: \$45,000.00

VERIFICATION

Harold M. Kingsley, the undersigned, an attorney admitted to practice in the courts of the state of New York , state that I am the attorney of record COUTINHO & FERROSTAAL, INC., in the within action; I have read the foregoing Complaint and know the contents thereof; and I declare and affirm under penalties of perjury that the same is true to my knowledge based on documents in my file, on information and belief, and which I believe to be true.

The reason this Verification is made by the undersigned and not by an officer of COUTINHO & FERROSTAAL, INC., is that there are no officers now present in Nassau County where affiant has his office.

Dated: February 18, 2010

\_\_\_\_/S/\_\_\_\_\_  
HAROLD M. KINGSLEY